

**INTERLOCAL AGREEMENT  
BARGE CLEANING OF LAKE WASHINGTON SEWER FACILITIES**

**THIS AGREEMENT** is made this 3rd day of July, 2012, between the **NORTHSHORE UTILITY DISTRICT**, a municipal corporation in King County, Washington ("District") and the **CITY OF KIRKLAND**, a municipal corporation in King County, Washington ("City").

**SECTION 1. RECITALS**

- 1.1 District provides sewer service to an area of City northeast of Lake Washington, including the Totem Lake, Finn Hill, Juanita and Kingsgate areas of the City, in King County, Washington. City provides sewer service to the rest of City limits not served by District. A portion of the District's sewer service boundary is located adjacent to the City's sewer service boundary.
- 1.2 District and City both own and operate sewer mains and wet wells along the shores of Lake Washington ("Shoreline Sewer Facilities"). Shoreline Sewer Facilities are not accessible or are difficult to access for cleaning from the shores, but can be accessed by barge for cleaning from Lake Washington.
- 1.3 City has or will contract to obtain a barge and personnel to facilitate the cleaning of its Shoreline Sewer Facilities.
- 1.3 District and City are authorized by Chapter 39.34 RCW, the Interlocal Cooperation Act, to enter into cooperative agreements.
- 1.4 District desires to have the City act as the lead agency in a joint operation to clean the Shoreline Sewer Facilities of both agencies.

Now therefore, in consideration of the terms and conditions contained herein, the parties now agree as follows:

**SECTION 2. SEWER MAIN CLEANING FROM BARGE**

- 2.1 City has or will contract with a barge service provider for barge rental along with two barge operators for the cleaning of Shoreline Sewer Facilities. City shall have the right to decide on the barge service provider, equipment, operators, price, and terms of such service.
- 2.2 City shall load its cleaning equipment onto the rented barge for the cleaning of its own Shoreline Sewer Facilities from Lake Washington.
- 2.3 Upon completion of 2.2, City shall clean Shoreline Sewer Facilities belonging to District. District shall provide the necessary personnel to work alongside City personnel in facilitation of such effort.
- 2.4 Shoreline Sewer Facilities cleaning shall be conducted before August 31, 2012

**SECTION 3. BILLING FOR THE CLEANING OF DISTRICT OWNED MAINS**

3.1 City shall bill, and District shall pay, a proportionate share of the barge service contract costs, including the cost for the barge operators, based upon the proportionate time spent cleaning District's Shoreline Sewer Facilities.

3.2 City shall bill, and District shall pay, for City equipment and personnel, based on time spent, to clean Shoreline Sewer Facilities belonging to District at City's published rates.

#### SECTION 4. GENERAL PROVISIONS

4.1 Neither party shall, by virtue of this Agreement, acquire any proprietary or governmental interest in the sewer system of the other party. Each party shall be solely responsible for the operation and maintenance of its own system of sewage collection.

4.2 District and City agree to hold harmless and indemnify the other party and its officers, employees and agents from any and all claims, including claims made pursuant to Title 51, RCW, damages, costs or other liabilities caused by parties' sole negligence or the parties' concurrent negligence, but only to the extent of the parties' concurrent negligence and arising by reason of participation in connection with or relating to the performance of this Agreement.

4.3 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may be modified only by an agreement in writing signed by both parties.

4.5 This Agreement shall take effect upon ratification of this Agreement by the Board of Commissioners of District and the Director of the Public Works Department.

4.6 A copy of this Interlocal Agreement shall be filed with the City Clerk and the King County Recorder's Office.

#### CITY OF KIRKLAND

By  \_\_\_\_\_

Ray Steiger, P.E., Public Works Director

#### NORTHSHORE UTILITY DISTRICT

By  \_\_\_\_\_

Fanny Yee, its General Manager

#### Approved as to Form:

OFFICE OF THE CITY ATTORNEY

By  \_\_\_\_\_

William Evans

#### Approved as to Form:

DISTRICT GENERAL COUNSEL

By  \_\_\_\_\_

Kinnon Williams